

**AGREEMENT FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIES**

Date: May 13, 2009

**PARTIES:**

1. State of California, acting by and through the Department of Transportation ("Department"). "Department" includes the Department, its officers, agents, employees and contractors.
2. Pt. Arena Water Works, Inc. ("Owner"). "Owner" includes the Owner, its officers, agents, employees and contractors.

**RECITALS:**

- A. Owner owns, operates or maintains underground utility facilities in the State of California.
- B. In order to facilitate the planning, design and construction of Department's projects and to ensure the safety of the traveling public, the horizontal and vertical location and/or apparent visual condition of underground utilities must periodically be confirmed. These activities and their results are known as "positive location", and are more commonly referred to as "potholes". Where referred to in this agreement, such positive location operations include but are not limited to: vacuum extraction excavation, electronic detection, probing, external and internal video inspection.
- C. In general, utility owners have been responsible for performing such positive location activities, with the cost of such activities apportioned as provided by California law, Master Contracts or Department's policies.
- D. Department's needs frequently require the positive location of underground utilities more expeditiously than Owner can readily or economically provide.
- E. Department is willing to assume control of the operation and cost of such positive location of underground utilities on a test basis to facilitate Department's needs from time to time as provided herein; and to determine if assuming the cost and operation of this work creates sufficient benefit to the Department to justify continuing the practice.

**THEREFORE:**

1. This agreement is made and executed by the parties hereto pursuant and subject to the provisions of Section 680.5 and 707.5 of the Streets and Highways Code. It shall govern exclusively the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination under the provisions of Section 673, 680 and 700 to 707, inclusive, of said Streets and Highways Code, as now or hereafter existing, or under any other laws applicable to said subject matter. This agreement shall apply throughout the State of California to all of the Department's projects and related activities. It is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation, as between the parties hereto after its termination or as between either of the parties hereto and any third party at any time, and may be terminated at any time as provided herein.
2. The work to be performed under this agreement is limited to the work necessary to positively determine the horizontal and vertical location and/or apparent visual condition of the Owner's utility facilities with the degree of accuracy necessary to meet the Department's requirements. All work under this agreement shall be preceded by the delivery of written notice to Owner by Department.
3. This agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.